

Contract no. 975

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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS:
LOCAL 68-68A-68B

AND

THE EAST ORANGE BOARD OF EDUCATION

FOR

THE

CONTRACT YEAR

1989 - 1992

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P R E A M B L E

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 2ND DAY OF MAY, 1990, BY AND BETWEEN THE BOARD OF EDUCATION OF THE TOWN OF EAST ORANGE, IN THE COUNTY OF ESSEX, A BODY CORPORATE HEREINAFTER CALLED THE "BOARD", AND INTERNATIONAL UNION OF OPERATING ENGINEERS; LOCAL 68-68A-68B, HEREINAFTER CALLED THE "UNION", WITNESSETH;

WHEREAS, THE BOARD AND THE UNION DESIRE AND INTEND TO
NEGOTIATE IN GOOD FAITH THE TERMS AND
CONDITIONS OF EMPLOYMENT EXISTING BETWEEN
THE BOARD AND THE REPRESENTATIVES OF THE
UNION, AS REQUIRED BY THE LAWS OF THE STATE
OF NEW JERSEY, PARTICULARLY CHAPTER 123,
PUBLIC LAWS 1974; AND

WHEREAS, BOTH PARTIES HAVE AGREED TO COMPLY WITH ALL OF THE
TERMS, CONDITIONS, AND COVENANTS CONTAINED IN
THIS AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION OF THE FULL AND FAITHFUL
PERFORMANCE BY EACH OF THE PARTIES HERETO ALL
OF THE TERMS, CONDITIONS, AND COVENANTS HEREIN
CONTAINED, IT IS HEREBY AGREE AND UNDERSTOOD
BETWEEN THE BOARD AND THE ASSOCIATION, AS
FOLLOWS:

ARTICLE I - PRINCIPLES

1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all security (monitors/guards - full-time or part-time) by the East Orange Board of Education.

2. Despite reference herein to the Board or Union as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority to act.

ARTICLE II - RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, Locals 68, 68A and 68B, AFL-CIO, as the exclusive representative for all its security monitors and security guards at its locations of a complex of buildings known as the East Orange Board of Education requiring the skills and monitoring security if necessary as those presently under the jurisdiction of Local 68 Operating Engineers assigned to work or in future facilities in the East Orange Board of Education.

A. The Board recognizes the Union as the majority representatives in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board.

ARTICLE III - NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Negotiations for a successor agreement shall commence not later than March 1, 1992.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Union.

ARTICLE IV - GRIEVANCE PROCEDURE

A grievance is a claim by an employee that he/she has been treated unfairly by reason of the interpretation, application or violation of the negotiated agreement, board policies and administrative decisions affecting the employee's terms and conditions of employment. An "aggrieved person" is the person or persons making the claim. The "parties of the grievance" are:

The person or persons making the grievance.

The person or persons representing the aggrieved individual or individuals.

The person or persons to whom the grievance applies.

The person or persons who are representing the individual or individuals against whom the grievance is presented.

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which arise affecting security employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may, therefore, be reduced or waived by mutual consent.

A grievance shall be deemed waived unless it is submitted within

thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

STEP ONE

An employee submitting a grievance shall first discuss it with his/her supervisor who is causing the problem with the objective of resolving the matter informally.

STEP TWO

If the employee is not satisfied with the answer to his/her complaint, or if no answer is provided within five (5) school days after the grievance was discussed with the supervisor who caused the problem, the employee and the shop steward or union representative shall meet with the supervisor who caused the problem with the objective of resolving the matter.

STEP THREE

If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the Level Two meeting, he/she may file the grievance in writing with the supervisor who caused the problem. The supervisor shall meet with the employee and the shop steward or union representative in an attempt to resolve the matter.

STEP FOUR

If the grievance has not been resolved at Level Three (or within ten (10) school days after such grievance was delivered to the supervisor) the aggrieved person or persons may within five (5) school days, thereafter, submit his/her grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall meet with the employee in an attempt to resolve the matter.

STEP FIVE

If the employee is not satisfied with the response from the Superintendent, or if there is no response from the Superintendent, the employee may submit his/her grievance in writing to the Board of Education within twenty (20) school days after the grievance was filed with the Superintendent of Schools. The Board of Education shall meet with the employee and render a written decision within twenty (20) school days after the grievance was filed with them.

MISCELLANEOUS

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein previously referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

ARTICLE V - VISITATION RIGHTS

An authorized representative of I.U.O.E. Local 68 shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this agreement work, for the purpose of attending grievance meetings and representing employees at investigatory meetings from which discipline may result.

Union officials may have access to school district buildings with the prior approval of the Superintendent of Schools, or his/her designee.

ARTICLE VI - CHECK-OFF OF UNION DUES

A. The Board agrees to deduct monthly Union dues and Initiation Fees from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.

B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

ARTICLE VII - SALARY GUIDES

The following salary guides should be in effect for the period July 1, 1989 to June 30, 1992.

1989 - 1992

1988-89	7/1/89	2/1/90	7/1/90	2/1/91	7/1/91
\$6.50	\$7.25	\$7.25	\$8.00	\$8.00	\$8.61
\$7.00	\$7.50	\$7.64	\$8.17	\$8.34	\$9.27
\$7.50	\$8.00	\$8.19	\$8.76	\$8.94	\$9.27
\$8.00	\$8.50	\$8.73	\$9.34	\$9.53	\$10.01
\$8.50	\$9.00	\$9.28	\$9.93	\$10.12	\$10.81
\$9.00	\$9.65	\$9.82	\$10.51	\$10.71	\$11.57

ALL INDIVIDUALS MOVE STRAIGHT ACROSS THE GUIDE.
THIS RESULTS IN A 5 STEP GUIDE EFFECTIVE 7/1/91

ARTICLE VIII - SICK LEAVE

1. Sick leave is hereby defined to mean absence from duty of any employee because of personal or family illness, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household. Steadily employed security personnel shall be entitled to ten (10) days per year for reasons of personal or family illness. Sick leave may be accumulated without limit.

ARTICLE IX - EXCUSED ABSENCES

PERSONAL LEAVE

If for personal reasons or for religious observances, a day's absence is necessary, an employee may be excused from his/her duties upon submission of a request for leave, subject to operational needs and considerations. Notice must be submitted at least forty-eight (48) hours before the requested absence.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done out-of-school time. In all cases where an employee requests an excused absence for personal reasons, a form must be filed with the Personnel Department.

The specific reason for the absence must be stated on the request form. Personal leave shall not be granted for reasons which are not essential; e.g., social functions, reunions, pleasure trips, etc.

Employees will be paid for a period not exceeding two (2) days for excused absences during any school year.

Personal leave with pay shall not be permitted during the first two (2) weeks of school, the last two (2) weeks of school nor on the day immediately preceding or following a holiday or vacation period.

DEATH IN THE FAMILY LEAVE

In case of death of the employee's immediate family member, a maximum total of five (5) work days per year will be granted to attend

the funeral of such deceased kin. Immediate family shall be defined as mother, father, sister, brother, husband, wife, son or daughter.

A maximum total of three (3) work days per year will be granted to attend the funeral of a grandparent, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, or other relative residing in the same household as the employee.

Absences for reasons of death of other relatives will be charged to available personal leave.

MILITARY LEAVE

Absence for military reserve training, during the contractual period of employment, not exceeding two (2) weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one (1) day's absence only for such purpose, with full pay.

ABSENCE FOR JURY DUTY

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

OTHER LEAVES OF ABSENCE

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

ARTICLE X - BLACK SEAL LICENSE BONUS

The Board agrees to pay a one-time bonus of \$1000 to security personnel who obtain a Black Seal License during the term of their

employment as a security officer only if they are appointed as a custodian and work as a custodian for a period of one (1) year.

The Board also agrees that security personnel shall have the opportunity to attend Black Seal License courses sponsored by the Board without cost to them.

ARTICLE XI - INSURANCE PROTECTION

Effective July 1, 1990, the Board will provide health benefits for parent/child after an employee has completed three years of employment as security monitor or guard. All current coverage provided by the Board will be maintained.

Effective July 1, 1990, the Board will provide a prescription plan with a \$3 generic and a \$6 name brand co-pay, such co-pay to be determined on the basis of the prescription dispensed to the employee.

ARTICLE XII - VACATIONS

All full-time twelve (12) month security personnel will be entitled to paid vacation as follows:

0 - 5 years of service = 5 days

6 or more year of service = 10 days

ARTICLE XIII - HOLIDAYS

All full-time security personnel will be entitled to five (5) paid holidays per year.

ARTICLE XIV - EMERGENCY SCHOOL CLOSINGS

The Board agrees to compensate all security personnel for their regular day's pay whenever schools are closed for reasons of emergency. A regular day is defined as the number of hours contained in a normal work day for the security staff member involved.

ARTICLE XV - BREAKS

The Board agrees to provide two (2) paid breaks per day of fifteen (15) minutes each--one in the morning and one in the afternoon--for all full-time ten-month and twelve-month security personnel. The timing of such breaks shall be determined by the

Board.

ARTICLE XVI - CLOTHING

A. The Board will provide a winter outer coat not more than once every three (3) years to all full-time, ten and twelve-month security personnel.

B. The Board will provide one (1) pair of walking shoes per year per person. The Board also agrees to provide one (1) pair of winter outer boots every two (2) years to security guards assigned as drivers on a full-time basis.

C. The Board will provide uniforms for all security personnel: three (3) pairs of pants, three (3) winter shirts, and three (3) summer shirts. It shall be the responsibility of the employee to clean and maintain such uniforms.

D. The Board will provide a uniform cleaning allowance of \$10 per month. The uniform allowance will be paid twice each year, in December and June.

E. All items listed above are the property of the Board and must be returned to the Board upon termination of employment.

ARTICLE XVII - EMPLOYEE EVALUATION

All salary increments and/or increases shall be based on satisfactory performance.

ARTICLE XVIII - OVER TIME PAY

The overtime rate of 1 -1/2 shall commence after 40 hours of work per week. The work week is defined as Sunday through Saturday. Included in the 40 hour work week shall be compensable days. A compensable day is defined as a day for which the employee is entitled to be paid; e.g., a personal illness day, personal day, family death day, jury duty day, Military Reserve Training Day, or other day approved by the Board as a day off with pay.

ARTICLE XIX - MILEAGE REIMBURSEMENT

The Board agrees to provide mileage reimbursement at the rate of twenty-five (.25) cents per mile for the authorized use of personal vehicles for work-related travel. The Board agrees to provide reimbursement for actual expenses incurred (taxi fare, bus fare, etc.) for authorized travel for job-related purposes. Authorized travel involves those activities approved by the Supervisor of Security or other administrator designated by the Superintendent.

ARTICLE XX - SECURITY/ADMINISTRATION LIAISON COMMITTEE

The security staff shall form a committee selected by and from among the members of the bargaining unit with whom the Superintendent or his/her designee must meet at least once each month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the security staff members and to play an active role in the revision or development of policies related to terms and conditions of employment.

ARTICLE XXI - DISCIPLINARY PROCEDURE

1. All warnings for offenses shall be in writing. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action. A copy of all warning notices shall be provided to the union.

2. These rules and regulations shall apply to security personnel of the Board of Education, and the penalty for any serious infractions of work rules and regulations shall be as follows:

- a. first offense - written warning
- b. second offense - one (1) to three (3)
days suspension without pay
- c. third offense - three (3) to five (5)
days suspension without pay
- d. fourth offense - discharge

3. Determination of the extent of punishment for infraction of

the rules and regulations of the Board shall rest with the Board of Education.

4. The employee shall have the right to representation at any meeting with his/her supervisor, if such meeting will result in disciplinary action.

5. Immediate discharge shall be for unsatisfactory job performance and other overt actions.

Examples: (excessive tardiness, excessive absenteeism, theft, drinking on the job, no-shows, insubordination)

6. The Union shall be notified, in writing, of a discharge within three (3) days.

ARTICLE XXII - JOB POSTING NOTICES

The Board agrees to publicize security job vacancies by providing a notice of positions available to each school facility for posting on the staff bulletin board.

The Board also agrees to provide a copy of such job postings to the union at the time of the posting.

ARTICLE XXIII - SUMMER EMPLOYMENT

The Board will make every effort to employ ten-month security personnel in the summer school program. If such positions are not available, every effort will be made to employ ten-month security personnel in other positions for which they are qualified during the summer months.

ARTICLE XXIV - REEMPLOYMENT AND SALARY NOTIFICATION

The Board agrees to notify security staff in writing of their salary and employment status for the next school year within thirty (30) calendar days following Board action on the above.

ARTICLE XXV - COPIES OF CONTRACT

The Board agrees to supply every member covered under this

contract with a copy of same. Every effort will be made to provide copies of the contract within ninety (90) days following ratification by both parties.

ARTICLE XXVI - DURATION

The parties agree that this agreement shall be in effect for the period July 1, 1989 to June 3, 1992. Its term shall expire on the date indicated and shall not be extended orally.

INTERNATIONAL UNION OF OPERATING
ENGINEERS: LOCAL 68-68A-68B

EAST ORANGE BOARD OF EDUCATION

Thomas P. Giblin - President

Edward McCrae - President

Vincent J. Giblin - Bus. Manager

Nilkanth Patel - Secretary

Clarence G. Reed - Rec./Corres.
Secretary

Stanley H. Greer - Bus. Repres.

NEGOTIATING TEAM

NEGOTIATING TEAM

Rose Younger

Edward McCrae

William Dodd

Kenneth D. King - Negotiator